



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



August 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT WITH CROUT & SIDA CRIMINAL JUSTICE CONSULTANTS
FOR JAIL SECURITY AND STAFFING AUDIT SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of Los Angeles County to sign the attached proposed agreement with Crout & Sida Criminal Justice Consultants (Consultants) for jail security and staffing audit services for the Los Angeles County Sheriff's Department (Department) for a term of one (1) year with the option to extend for up to two (2) twelve-month periods, in any increment, effective upon Board approval, not to exceed \$610,361.
2. Authorize the Sheriff or his designee to exercise the above optional extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions are to establish an agreement with the consultants to provide countywide jail security and staffing audit services for the Department. It is expected that with the help of the audits, the consultants will provide a written analysis of the overall workings of the Department's county jail system, taking into consideration Title 15, National Institutes of Corrections and American Correctional Association Accreditation Standards, and the policies and procedures of the Department. The consultants will also make recommendations to help enhance the security of the jails and improve the Department's overall jail operations by establishing a security and staffing baseline for existing jails, as well as for the design of future jails.

A Tradition of Service

Implementation of Strategic Plan Goals

The services provided under this agreement support the County's Strategic Goal 3: Organizational Effectiveness. Specifically, the agreement will help the County to better operate the jails in terms of security and efficiency. The services of this agreement also support the County's Strategic Goal 2: Work Force Excellence, by ensuring personnel resources for the jails are assigned in an efficient and effective manner to accomplish the Department's missions.

FISCAL IMPACT/FINANCING

The cost of this consultancy service is \$510,361. An additional discretionary allowance of \$100,000 has been included to account for any necessary modifications to the scope of work during the course of the audits. Any increase in the contract expenditure will have to be justified on the basis of need, and the total expenditure shall not exceed \$610,361. It is expected that the audits will be completed in 12-15 months. The Department has identified adequate funds in its annual operating budget and will continue to allocate funds for each subsequent optional year of the contract term, when necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department operates the largest county jail system in the United States. The Department is responsible for the care, custody, security, transfer, and rehabilitation of all sentenced and pre-trial inmates housed within the Department's ten (10) jail facilities, covering a total of 4.1 million square feet of facility space. In 2005, the Department received 182,471 prisoners into its county jail system, processed the release of 195,180 inmates from custody, and transported a total of 1,023,699 inmate passengers to and from various facilities and courts.

The audit will cover the following facilities and bureau:

1. Century Regional Detention Facility (CRDF)
2. Inmate Reception Center (IRC)
3. Men's Central Jail (MCJ)
4. Pitchess Detention Center – North Facility (PDC North)
5. Pitchess Detention Center – North Annex (PDC North Annex)
6. Pitchess Detention Center – East Facility (PDC East)
7. Pitchess Detention Center – North County Correctional Facility (NCCF)
8. Twin Towers Correctional Facility (TTCF)
9. Mira Loma Detention Facility (MLDF)
10. Sybil Brand Institute (SBI) (currently closed)
11. Correctional Services Transportation Bureau (CSTB)

The contract is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements. The agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Department released a Request for Information (RFI) in January 2006, on both the County's and the Department's web-sites, seeking a consultant to develop and complete a jail security and staffing audit. Only Crout & Sida Criminal Justice Consultants responded to the RFI before the deadline of March 3, 2006. After verifying the references provided in the sole response to the RFI, it was determined that Crout & Sida Criminal Justice Consultants have met all minimum requirements set forth in the RFI and possessed the required qualifications and experience for the work. The Department then proceeded with negotiations for an agreement with the consultants for jail audit services.


IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. This proposed agreement is expected to improve both the security and efficiency of the Department's jail operations.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and three (3) originally executed copies of this agreement to the Department's Contracts Unit, attention: Edmond Wong, for further processing.

Sincerely,

A handwritten signature in black ink that reads "Leroy D. Baca". The signature is written in a cursive, flowing style.

LEROY D. BACA
SHERIFF



LOS ANGELES COUNTY
JAIL SECURITY AND STAFFING AUDIT (JSASA)
CONSULTANCY SERVICES AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CROUT AND SIDA CRIMINAL JUSTICE
CONSULTANTS, INC.

LOS ANGELES COUNTY SHERIFF DEPARTMENT AGREEMENT

Table of Contents

1.	AGREEMENT AND INTERPRETATION.....	1
1.1	Agreement.....	1
1.2	Interpretation.....	1
1.3	Additional Terms and Conditions.....	2
1.4	Construction.....	2
2.	DEFINITIONS.....	2
3.	ADMINISTRATION OF AGREEMENT – COUNTY.....	4
3.1	County Project Director.....	4
3.2	County Project Manager.....	5
3.3	County Personnel.....	5
4.	ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	5
4.1	Contractor Project Director.....	5
4.2	Contractor Project Manager.....	6
4.3	Approval of Contractor's Staff.....	6
5.	WORK; APPROVAL AND ACCEPTANCE.....	8
5.1	General.....	8
5.2	Approval: Task/Deliverable Acceptance Certificates.....	8
6.	CHANGE ORDERS AND AMENDMENTS.....	8
7.	TERM.....	9
8.	PRICES AND FEES.....	9
8.1	General.....	9
8.2	Maximum Contract Sum.....	9
9.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....	10
10.	INVOICES AND PAYMENTS.....	10
10.1	Approval of Invoices.....	10
10.2	Submission of Invoices.....	10
10.3	Detail.....	11
10.4	No Out-of-Pocket Expenses.....	11
10.5	No Partial or Progress Payments.....	11
10.6	County's Right to Withhold.....	11
11.	LIQUIDATED DAMAGES.....	11
12.	CONTRACTOR'S OFFICES.....	12

13.	NOTICES	12
14.	ARM'S LENGTH NEGOTIATIONS.....	13
15.	SURVIVAL.....	13

EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – PRICE AND SCHEDULE OF PAYMENTS
- EXHIBIT C – STATEMENT OF WORK
- EXHIBIT D– BACKGROUND CLEARANCE PROCEDURE
- EXHIBIT E – CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT AGREEMENT
- EXHIBIT F – TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Crout and Sida Criminal Justice Consultants Inc., a Nevada Corporation, located at 1411 Laura Court, Templeton, California, 93465, ("Contractor"), for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, the Department desires to hire a consultant to conduct comprehensive audits on standards, policy, security, and staffing in all facilities within the Los Angeles County Jail System, all as further described in the Statement of Work (as defined below);

WHEREAS, Contractor possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such consultancy services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through G the Project Schedule (as and when delivered in accordance with the Statement of Work), any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:
 - 1.2.1. Exhibit A (Additional Terms and Conditions)
 - 1.2.2. Exhibit C (Statement of Work)
 - 1.2.3. Exhibit B (Price and Schedule of Payments)
 - 1.2.4. Exhibit E (Contractor's Employee Acknowledgement, Confidentiality & Assignment Agreement)
 - 1.2.5. Exhibit D (Background Clearance Procedure)

1.2.6. Exhibit F (Task/Deliverable Acceptance Certificate)

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS. The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1. "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2. "Board" means the Los Angeles County Board of Supervisors.
- 2.3. "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4. "CAO" means County's Chief Administrative Officer.
- 2.5. "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.6. "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.7. "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.8. "County" has the meaning set forth in the Recitals.
- 2.9. "County Counsel" means County's Office of the County Counsel.

- 2.10. "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.11. "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.12. "CSSD" has the meaning set forth in Paragraph 31 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of Exhibit A (Additional Terms and Conditions).
- 2.13. "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement, including but not limited to those identified as a numbered Deliverable in the Statement of Work, or described in any approved Change Order or amendment, as well as the Specifications for any hardware, software, or other goods to be purchased directly by County.
- 2.14. "Department" has the meaning set forth in the Recitals.
- 2.15. "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.16. "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, flow charts, and reviews, or that are otherwise required to be provided by Contractor under this Agreement.
- 2.17. "Effective Date" means the date this Agreement is executed by all parties and approved by the Board.
- 2.18. "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.19. "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.20. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.21. "Notice of Delay" has the meaning set forth in Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions).
- 2.22. "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.23. "Project" means the completion of all the tasks and furnishing all Deliverables in accordance with the SOW and this Agreement.
- 2.24. "Public Record Data" shall mean any "public record" as that term is used in the California Public Records Act.

- 2.25. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit C (Statement of Work) to this Agreement and any additional attachments to the SOW (and to its attachments), as the same may be amended by any approved Change Order or amendment.
- 2.26. "Task/Deliverable Acceptance Certificate" means the certificate issued by County upon Contractor's satisfactory completion of the applicable Tasks, Deliverables, goods, and services and other Work in accordance with the requirements, Specifications, and timetables set forth in this Agreement, the Statement of Work or any approved Change Order or amendment, a form of which is attached hereto as Exhibit F (Task/Deliverable Acceptance Certificate).
- 2.27. "Tasks" means one or more major areas of work to be performed under this Agreement, including but not limited to those identified as a numbered Task in the Statement of Work, or described in any approved Change Order or amendment.
- 2.28. "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.29. "Work" means any and all Tasks, Deliverables, goods and services provided or performed by or on behalf of Contractor pursuant to this Agreement, the Statement of Work, and all other Exhibits, Change Orders, and amendments thereto.
- 2.30. "Work Month" means a full month from the day the work started in a calendar month, and the number of days in the work month shall coincide with the total number of calendar days in the Calendar month which the work started

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement initially shall be:

Lieutenant David A. Walters
Custody Support Services
450 Bauchet Street
Los Angeles, CA 90012
Office: (213) 893-5096
Fax: (323) 415-3622
DAWalter@lasd.org

3.1.2 County will notify Contractor of any change in the name of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of

this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

- 3.2.1 "County Project Manager" for this Agreement initially shall be:

Deputy Michael Ortiz
Custody Support Services
450 Bauchet Street
Los Angeles, CA 90012
Office: (213) 473-6519
MCortiz@lasd.org

- 3.2.2 County shall notify Contractor of any change in the name of County Project Manager.

- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

- 3.2.5 County Project Managers shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, Project schedule completion, County policy, information requirements, and procedural requirements.

- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents and warrants that its price, and performance hereunder are not based on the use of County personnel except as otherwise expressly provided in this Agreement.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

- 4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

James C. Sida
949 Crest View Drive
Mesquite, NV 89027
Office No. : 702-346-4368
Fax No. : 702-346-4376
Email : jimsida@crout-sida-consulting.com

4.1.2 Contractor Project Director shall be responsible for ensuring Contractor's timely and accurate performance of all Work and otherwise ensuring Contractor's compliance with this Agreement.

4.1.3 For the duration of the Contract Term, Contractor Project Director shall be available to meet and confer with County's Project Director at least monthly, either in person or by telephone. Such meetings shall be conducted at a time and place convenient to both County Project Director and Contractor Project Director.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person(s) who shall be a full-time employee of Contractor:

William J. Crout
1411 Laura Court
Templeton, CA 93465
Office No. : 805-434-5227
Fax No. : 805-434-9882
Email : billcrout@crout-sida-consulting.com

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement, and shall coordinate with the County Project Manager on a regular basis.

4.2.3 For the duration of the Term, Contractor Project Manager shall meet and confer, either in person or by telephone, with County Project Manager on a regular basis as necessary, but shall be available, at least weekly, for any such meeting or conference.

4.3 Approval of Contractor's Staff.

4.3.1 County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including Contractor Project Director, Contractor Project Manager, and Contractor Technical Staff prior to, and during, their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in Contractor staff. County Project Director may require replacement of

any member of Contractor's staff performing, or offering to perform, Work hereunder, including Contractor Project Director, Contractor Project Manager, and Contractor Technical Staff. County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 4.2.1 respectively. Contractor shall provide County with a resume of each such proposed replacement of Contractor Key Personnel and an opportunity to interview such person prior to such person performing any Work hereunder.

- 4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel").
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure Project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) or access to any County data shall be fully fluent in both spoken and written English, shall be legally permitted to work inside the U.S., and shall be cleared for access to sensitive County data in accordance with the procedures set forth in Exhibit D (Background Clearance Procedure).
- 4.3.6 Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County's then current specifications. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor shall notify County within one (1) Business Day when staff is terminated from performing Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Agreement. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing

Work under this Agreement.

5 WORK; APPROVAL AND ACCEPTANCE.

- 5.1 General. Contractor acknowledges that all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a fixed price basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).
- 5.2 Approval: Task/Deliverable Acceptance Certificates. Upon completion of particular Tasks, including all applicable Subtasks, Deliverables, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. All Work shall be completed in a timely manner and in accordance with the requirements set forth in this Agreement, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Acceptance Certificate for such Task or Deliverable.

6 CHANGE ORDERS AND AMENDMENTS. No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, or of any subcontract entered into by Contractor in connection herewith, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.3.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work, delivery dates for Key Deliverables, or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not cause Contractor to fail to achieve any Key Deliverable, by the dates required therefor, or extend the Term of this Agreement. If an extension of time for Contractor performance impacts the schedule for a Key Deliverable, any agreement to such an extension must be agreed and executed by both County Project Director and the Contractor Project Director,

- 6.3.2 For any change that materially affects the scope of work, term, or any term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement with written concurrence of the County Counsel shall be executed by the Board of Supervisors and Contractor.
- 6.3.3 Notwithstanding Section 6.3.2, for any change to the Tasks and Deliverables that acquires the use of the Discretionary Allowance, a Change Order shall be prepared and effective upon execution by Contractor's Project Manager and County's Project Director, and County Counsel. However, in the absence of written approval by the County Counsel, Sheriff shall comply with the requirements of Section 6.3.2 above. In no event shall any Change Order executed under this Section 6.3.3 increase the Maximum Contract Sum.
- 6.3.4 From time to time during the Term, the Board of Supervisors or Chief Administrative Officer, or its designee, may require the addition or change of certain terms and conditions applicable to County agreements with third party vendors, which generally applicable changes may require the amendment or modification of this Agreement and any subcontracts entered into by Contractor hereunder. To implement such changes, an amendment to the Agreement and amendments to any applicable subcontracts shall be prepared and executed by Contractor, the Department, and each subcontractor at the time of the Department's next notice to Contractor of the County's determination to extend the Agreement for an additional Option Term.

7 TERM. The term of this Agreement shall commence upon the Effective Date and shall continue for twelve (12) months, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Department has the option, at the Department's election and upon notice to Contractor no later than thirty (30) days prior to the end of the then current period of the Term, to extend the Term of this Agreement for up to two (2) twelve (12) months periods, in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify each County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8 PRICES AND FEES.

- 8.1 General. Attached to this Agreement as Exhibit B (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement.
- 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for furnishing all Deliverables listed in the Statement of Work and all other Work under this Agreement for the Term. The Maximum Contract Sum for

this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$610,361. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, and is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required Work schedule all the Deliverables. The Maximum Contract Sum is itemized as follows:

- a. The Audit Services Price at a maximum payable of \$510,361 and the amount shall be allocated as set forth in Exhibit B (Price and Schedule of Payments); and
- b. A Discretionary Allowance at a maximum payable of \$100,000 for new and/or other consideration, which the County's Project Director shall have the delegated authority to spend by amendment under Section 6 (Change Orders and Amendments), for any necessary modifications to the Scope of Work, subject to advance written approval by the Office of the County Counsel.

9 TERMINATION FOR NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 7 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10 INVOICES AND PAYMENTS.

- 10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Deliverables, and other Work which are specified, without duplication, in this Agreement, Exhibit B (Price and Schedule of Payments), Exhibit C (Statement of Work), or any Change Orders, as applicable, and which have

been approved in writing by County Project Director pursuant to Paragraph 5 (Work; Approval and Acceptance). All invoices and supporting documents under this Agreement shall be submitted in duplicate (original and one copy) to the following address:

Los Angeles County Sheriff's Department
Custody Support Services
450 Bauchet Street, Room 815
Los Angeles, CA 90012
Attention: Deputy Mike Ortiz

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1 The Work as described in Exhibit C (Statement of Work) and Exhibit B (Price and Schedule of Payments) for which payment is claimed, including a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and the amount of payment therefor.

10.3.2 Indication of any applicable withholds or credits, due to County under the terms of this Agreement or reversals thereof, including liquidated damages assessed in accordance with Paragraph 11 (Liquidated Damages).

10.4 No Out-of-Pocket Expenses. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not separately reimbursable by County hereunder. Accordingly, Contractor's invoices, including invoices for training services, shall not include out-of-pocket expenses.

10.5 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work as evidenced in each case by a completed Task/Deliverable Acceptance Certificate. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.

10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11 LIQUIDATED DAMAGES.

11.1 All time limits and required acts to be done by both parties are the essence of this Agreement. If Contractor fails to successfully achieve their respective Tasks,(or their respective Subtasks) as set forth in the SOW, in each case, by

the dates set forth for such achievement in the Project Control Document, then it is mutually understood and agreed that the nature of the resultant damages arising from such delay will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amounts set forth below are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth below, not as a penalty or forfeiture for breach of this Agreement. The damages set forth below are to be construed narrowly and are not intended to limit damages that may result or arise from any other breach by Contractor of its obligations under this Agreement.

- 11.2 If Contractor fails to achieve a Task (and its respective Subtasks as set forth in the SOW) by the date set forth for such achievement in the Project Schedule, then without limiting Contractor's obligation to promptly and diligently cure such failure, Contractor agrees to pay County as liquidated damages \$50 for each day that Contractor continues in default following such date until, and including, the earlier of (a) the thirtieth (30) day Contractor continues in default, or (b) the effective date of termination of this Agreement, except when the County Project Director determines that Contractor's failure to perform arises out of causes beyond the control and without the fault or negligence of Contractor as set forth in Paragraphs 15 (Notice of Delay) and 17 (Force Majeure) of Exhibit A (Additional Terms and Conditions). The maximum amount of liquidated damages that may accrue, in respect of Contractor's failure to achieve, shall not exceed \$100,000 in aggregate.
- 11.3 Payment of any such liquidated damages that may accrue pursuant to this Paragraph 11 (Liquidated Damages) shall be made, at County's election, within fifteen (15) days of any and all notices and demands for such payment (which demand may be for all or less than all of the liquidated damages that have accrued through the date of any such notice), or by the application of a credit against Contractor's invoices. In the event Contractor fails to promptly apply such credit, then County may deduct such payment amount from any amounts due to Contractor under this Agreement.

- 12 CONTRACTOR'S OFFICES.** Contractor's business offices are located at 1411 Laura Court, Templeton, CA 93465. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.
- 13 NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the

case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: County's Project Manager,
Los Angeles County Sheriff's Department
Custody Support Services
450 Bauchet Street, Room 815
Los Angeles, CA 90012
(Attn. Deputy Mike Ortiz)

with a copy to:
Los Angeles County Sheriff's Department
Contracts Manager,
4700 Ramona Blvd, 2/F
Monterey Park, CA 91754

To Contractor: Contractor's Project Manager
Attention: William J. Crout
1411 Laura Court
Templeton, CA 93465
Facsimile: 805-434-9882

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

- 14 ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.
- 15 SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 9, 10, 11, 13, 14, and 15 all terms and conditions set forth in Exhibit A (Additional Terms and Conditions), and all other terms which by their nature should survive such termination or expiration.

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AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
CROUT AND SIDA CRIMINAL JUSTICE CONSULTANTS, INC.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Michael Antonovich, Mayor of
the County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer – Clerk of the
Los Angeles County
Board of Supervisors

By _____
Deputy

Crout and Sida Criminal Justice
Consultants Inc.
Contractor
Signed: William J. Crout
Printed: William J. Crout
Title: Criminal Justice Consultant

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By Gary Gross
Gary Gross
Principal Deputy County Counsel
Date: 7/26/06

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS



TABLE OF CONTENTS

	<u>Page</u>
1. SUBCONTRACTING.....	1
2. DISPUTE RESOLUTION PROCEDURE.....	2
3. CONFIDENTIALITY.....	4
4. PROPRIETARY CONSIDERATIONS.....	7
5. TERMINATION FOR INSOLVENCY.....	8
6. TERMINATION FOR DEFAULT.....	9
7. TERMINATION FOR CONVENIENCE; SUSPENSION.....	10
8. TERMINATION FOR IMPROPER CONSIDERATION.....	12
9. TERMINATION FOR GRATUITIES.....	13
10. EFFECT OF TERMINATION.....	13
11. WARRANTY AGAINST CONTINGENT FEES.....	14
12. AUTHORIZATION WARRANTY.....	14
13. INDEMNIFICATION, INSURANCE AND STANDBY LETTER OF CREDIT.....	14
14. INTELLECTUAL PROPERTY INDEMNIFICATION.....	17
15. NOTICE OF DELAY.....	17
16. BUDGET REDUCTIONS.....	18
17. FORCE MAJEURE.....	18
18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	19
19. COMPLIANCE WITH APPLICABLE LAW.....	20
20. FAIR LABOR STANDARDS.....	21
21. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.....	21
22. EMPLOYMENT ELIGIBILITY VERIFICATION.....	22
23. HIRING OF EMPLOYEES.....	23

TABLE OF CONTENTS
(continued)

Page

24.	CONFLICT OF INTEREST.....	23
25.	RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	24
26.	RESTRICTIONS ON LOBBYING	24
27.	CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT	25
28.	NONDISCRIMINATION IN SERVICES	25
29.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	25
30.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST.....	25
31.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	26
32.	RECYCLED-CONTENT PAPER	26
33.	COMPLIANCE WITH JURY SERVICE PROGRAM.....	27
34.	BACKGROUND AND SECURITY INVESTIGATIONS	28
35.	ACCESS TO COUNTY FACILITIES.....	28
36.	COUNTY FACILITY OFFICE SPACE	28
37.	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	29
38.	PHYSICAL ALTERATIONS.....	29
39.	FEDERAL EARNED INCOME TAX CREDIT	29
40.	ASSIGNMENT BY CONTRACTOR.....	29
41.	INDEPENDENT CONTRACTOR STATUS.....	30
42.	RECORDS AND AUDITS.....	30
43.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.....	32

TABLE OF CONTENTS
(continued)

	<u>Page</u>
44. NO THIRD PARTY BENEFICIARIES	32
45. MOST FAVORED PUBLIC ENTITY	32
46. COUNTY'S QUALITY ASSURANCE PLAN	33
47. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	33
48. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).....	33
49. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT	33
50. SAFELY SURRENDERED BABY LAW.....	34
51. WAIVER	34
52. GOVERNING LAW, JURISDICTION, AND VENUE	34
53. SEVERABILITY	35
54. RIGHTS AND REMEDIES.....	35
55. FACSIMILE	35

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement. Section cross-references shall, unless otherwise specified, refer to Sections in this Exhibit.

1. SUBCONTRACTING.

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.
 - 1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
 - 1.2.2. The identity of such subcontractor and why such subcontractor was selected.
 - 1.2.3. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
 - 1.2.4. Contractor shall obtain an executed subcontractor Employee Acknowledgment, Confidentiality & Assignment Agreement (see Exhibit N (Contractor's Employee Acknowledgement, Confidentiality & Assignment Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular

subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3: Contractor Responsibilities.

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject, at its discretion, any and all subcontractor personnel providing services under such subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE.

- 2.1. General. Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
- 2.2. Continued Work. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work that County, in its discretion, determines should be delayed as a result of such dispute.

- 2.2.1. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
 - 2.2.2. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.3. Dispute Resolution Procedures. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:
 - 2.3.1. Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
 - 2.3.2. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
 - 2.3.3. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief executive officer and the Sheriff's Chief of Technical Services Division. These persons shall have five (5) Business Days to attempt to resolve the dispute.
 - 2.3.4. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

- 2.4. Documentation of Dispute Resolution Procedures. All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Section 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.5. Not Applicable to County's Right to Terminate. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4 (Termination for Insolvency), Section 6 (Termination for Default), Section 7 (Termination for Convenience; Suspension), or Section 8 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. **CONFIDENTIALITY.**

- 3.1. General. Subject to the disclosure requirements of the Public Records Act, Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall keep confidential any personally identifiable information regarding voters, and shall use such information only in connection with Contractor's performance under the Agreement. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's express prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment Agreement (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2. Disclosure of Information.

3.2.1. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; (d) comply with all Communications Laws and Regulations pertaining to the handling of such information; and (e) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2. Without limiting the generality of Section 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law and to the extent disclosure is based on the written advice of Contractor's legal counsel that disclosure, and the scope and extent thereof, is required pursuant to the foregoing. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3. Contractor Information. Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends; and

- 3.3.2. Any disclosure of any materials which County determines it is required to make under the California Public Records Act or otherwise by law.
- 3.4. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement under the following conditions:
- 3.4.1. Contractor shall develop all publicity material in a professional manner.
- 3.4.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3. From and after the Effective Date, Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Section 3.3 (Use of County Name) (other than the requirements set forth in Section 3.4.2) shall apply.
- 3.4.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 3.5. Protection of Public Record Data.
- 3.5.1. No Ownership by Contractor. Neither Contractor, nor its subcontractors, employees, or agents, shall have any ownership rights or interest in any Public Record Data that they possess, modify, or create pursuant to this Agreement, or any modifications thereto or derivatives thereof, all of which shall, at all times and for all purposes, remain the property of County.
- 3.5.2. No Impairment by Contractor. Neither Contractor, nor its subcontractors, employees, or agents, shall impair the integrity of any Public Record Data that they possess or create.
- 3.5.3. California Public Records Act. Any Public Record Data that is provided to Contractor, or its subcontractors, employees, or agents, shall remain a public record for purposes of the California Public Records Act. Contractor, and its subcontractors, employees, and agents, shall have a joint and several obligation to comply with the obligations of County under the California Public Records Act as amended, with regard to the Public Record Data and the management, handling, retention, destruction,

transfer, and disposal thereof. Subject to Section 3.2.2, the determination of whether Contractor is compelled to disclose any such data shall be made solely by County. In the event of a conflict between the disclosure provisions of the California Public Records Act, or any other law, and this Agreement, the provisions of such law shall prevail.

3.5.4. Limitations on Disclosure. Neither Contractor nor its subcontractors, employees, or agents, shall disclose to the public any Public Record Data that they possess, modify, or create pursuant to this Agreement and which County: (i) is prohibited in all cases from disclosing pursuant to federal, State, or County law or regulation; (ii) may disclose pursuant to federal, State, or County law or regulation only to certain persons or under certain conditions; or (iii) may withhold from disclosure pursuant to federal, State, or County law or regulation. No provisions of this Section 3.5 shall be construed to prohibit Contractor from disclosing such Public Record Data to any subcontractor if necessary to carry out the purposes of this Agreement. In no event shall Contractor, or its subcontractors, employees, or agents, sell, market, or otherwise profit in any manner from the disclosure or use of any Public Record Data.

3.6. Notification. If Contractor learns of any violations of this Section 3 (Confidentiality), it shall promptly (and in no event later than seven (7) days after learning of such violation) notify County Project Manager of such violation. In the event of any disclosure, loss, or destruction of confidential information, the receiving party shall immediately notify the disclosing party.

3.7. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Section 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Section 3 (Confidentiality).

4. PROPRIETARY CONSIDERATIONS.

4.1. County Product. Contractor and County agree that all plans, reports, acceptance test criteria, acceptance test plans, the SOW, the Project Schedule, the Requirements, departmental procedures and processes, data, and information and other similar materials developed by County, or by Contractor pursuant to and for delivery to County under this Agreement (collectively "County Product"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all County Product developed under this Agreement. Notwithstanding such County

ownership, during and for a minimum of seven (7) years subsequent to the Term, Contractor shall retain possession of all working papers prepared by Contractor for the purposes of this Agreement or, if solely related to County Product, shall return such papers to County, at County's request, and to the extent such working papers are no longer needed for Contractor to perform its obligations hereunder. County shall have the right to inspect any and all such working papers in Contractor's possession during this period, make copies thereof, and use the working papers and the information contained therein, solely for its internal use and subject to provisions of confidentiality under Section 3 (Confidentiality). To the extent that such County Product developed by Contractor may be made generally applicable to the provision of data communications systems and services, Contractor is hereby granted a perpetual, nonexclusive license to use such County Product, including the right to modify, reproduce, make derivative works from, and sublicense, so long as such use does not reveal confidential material of County and otherwise complies with Section 3 (Confidentiality).

- 4.2. Further Assistance. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all of Contractor's right, title and interest in and to the Physical Materials and County Product.
- 4.3. Copyright of County Product. As to County Product, if and to the extent requested in writing by County's Project Director, Contractor shall affix the following notice to applicable County Product developed under this Agreement: "© copyright 200_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.
- 4.4. Protection of County Product. Contractor shall protect the security of and keep confidential all County Product obtained or developed under this Agreement to the extent such County Product is of a confidential nature. Further, Contractor shall use all such security measures that a prudent contractor operating in Contractor's industry would use to protect all such County Product from loss or damage by any cause, including fire and theft, which measures shall at least equal the degree of care Contractor applies to the treatment of its own similar materials.

5. TERMINATION FOR INSOLVENCY.

- 5.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:
 - 5.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has

been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

5.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;

5.1.3. The appointment of a receiver or trustee for Contractor; or

5.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

5.2. The rights and remedies of County provided in this Section 5 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

5.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

6. TERMINATION FOR DEFAULT.

6.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement

if Contractor fails to perform or provide any Work within the times specified in the Agreement (including the SOW and Project Schedule), or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Section 6 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this Section 6.1 shall in any way limit or modify any rights

of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

- 6.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Section 6 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Section 6 (Termination for Default), or that the default was excusable or curable under the provisions of this Section 6 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.
- 6.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Section 6 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Section 6.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide Maintenance & Support Services in respect of such Work.

7. TERMINATION FOR CONVENIENCE; SUSPENSION.

- 7.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice. After receipt of a notice of termination and except as otherwise directed by County Project Director, Contractor shall, in addition to complying with the requirements of Section 10 (Effect of Termination):

- 7.1.1. Stop Work under this Agreement on the date and to the extent specified in such notice;
- 7.1.2. Immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities; and
- 7.1.3. Complete performance of such part of the Work as shall not have been terminated by such notice.

After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than thirty (30) days from the effective date of termination, and may include a reasonable allowance for profit on Work completed and in progress, but shall not include any allowance on Work terminated or any allowance on Work completed which cannot function without Work which was terminated. County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the price of Work terminated. Thereafter, Contractor shall have no further claims against County under this Agreement. All finished or unfinished Custom Program Modifications, Documentation and other materials procured for or produced under this Agreement shall become County's property upon date of such termination.

- 7.2. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by notice from County Project Director to Contractor specifying the effective date and extent of the suspension.
 - 7.2.1. Contractor shall immediately discontinue all services unless otherwise indicated by County Project Director.
 - 7.2.2. Upon request of County Project Director, Contractor shall surrender and deliver to County within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, whether complete or in process, for which an invoice has been approved by County pursuant to Section 11.1 (Approval of Invoices) of the Agreement or for which an agreement for partial payment has been negotiated. Unless otherwise specified by County, County's License rights shall continue for the duration of any period of suspension.

- 7.2.3. In the event the entire Agreement is suspended for longer than six (6) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 7.2.4. In the event the entire Agreement is suspended for longer than six (6) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for County's convenience.
- 7.2.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 7.3. Sole Remedy. Contractor acknowledges that the rights and remedies set forth in this Section 7 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 7 (Termination for Convenience; Suspension) by County.

8. TERMINATION FOR IMPROPER CONSIDERATION.

- 8.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.

- 8.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9. TERMINATION FOR GRATUITIES.

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. EFFECT OF TERMINATION.

- 10.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Section 4 (Termination for Insolvency), Section 6 (Termination for Default), Section 7 (Termination for Convenience; Suspension), Section 8 (Termination for Improper Consideration), or Section 9 (Termination for Gratuities), in each case, of this Exhibit, then:

10.1.1. Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver all other Work previously paid for by County, and (c) complete performance of such part of the Work as shall not have been terminated by such notice;

10.1.2. unless County has terminated the Agreement pursuant to Section 7 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

10.1.3. Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

10.1.4. Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages

levied pursuant to Section 18 (Liquidated Damages), of the Agreement, to the extent applicable; and

10.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

10.2. Remedies Not Exclusive. The rights and remedies of County set forth in this Section 10 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

11. WARRANTY AGAINST CONTINGENT FEES.

11.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

11.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. AUTHORIZATION WARRANTY.

Contractor and the person executing the Agreement on behalf of Contractor hereby represent under penalty of perjury and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

13. INDEMNIFICATION, INSURANCE AND STANDBY LETTER OF CREDIT.

13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, its designees, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (whether arising under a theory of contract, statute, strict liability or product liability), including damages, losses, demands, claims, actions, fees, costs, and expenses (including defense costs and legal, accounting, and other expert witness, consulting and professional fees), in any way arising from, connected with or related to Contractor's, subcontractors', or any of their respective agents', employees', officers', directors' or shareholders' breach of this Agreement, or acts, errors or omissions in the performance of Work or provision of products hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Section 13 (Indemnification,

Insurance and Standby Letter of Credit) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law and this Agreement, County shall be entitled to reimbursement for all such costs and expenses. Contractor shall not without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

- 13.2. General Insurance Requirements. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance as specified in this Section 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

- 13.2.1. Evidence of Insurance. Certificates or other evidence of coverage satisfactory to County, shall be delivered to:

County of Los Angeles
Sheriff's Department
Manager, Contract Monitoring Unit
4700 Ramona Blvd., 2/F
Los Angeles, CA 91754

prior to commencing services under this Agreement. Such certificates or other evidence shall at a minimum:

- (i) specifically identify the Agreement;
- (ii) clearly evidence all coverages required in the Agreement;
- (iii) contain the express conditions that County is to be given notice by mail at least thirty (30) days prior to any termination of any program of insurance;
- (iv) include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

- (v) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3. Insurance Coverage Requirements: At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2million
Products/Completed Operations Aggregate:	\$1million
Personal and Advertising Injury:	\$1million
Each Occurrence:	\$1million

- (ii) Auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "non-owned", and "hired" vehicles, or coverage for "any auto".
- (iii) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage with limits no less than one million dollars (\$1 million) per accident, \$1 million disease-policy limit, and \$1 million disease-each employee.
- (iv) Notification of Incidents, Claims or Suits. Contractor shall report to County:
- (v) any accident or incident relating to services performed under the Agreement which involves injury or property damage which may

result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- (vi) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- (vii) any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (viii) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

14. INTELLECTUAL PROPERTY INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Section 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the operation and utilization of the Work (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Section 14 (Intellectual Property Indemnification) to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by County of the service of the Contractor other than in accordance with the Agreement, the Specifications or other applicable Documentation.

15. NOTICE OF DELAY.

In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting

Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant to Section 6 (Change Orders and Amendments) of the Agreement. In the event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Section 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Section 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. BUDGET REDUCTIONS.

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.

17. FORCE MAJEURE.

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor

agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events.

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- 18.1. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the terms of the Agreement. It is County's policy to conduct business only with responsible contractors.
- 18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or in other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 18.3. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty or (4) made or submitted a false claim against County or any other public entity.
- 18.4. If there is evidence that Contractor may be subject to debarment, County's Project Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.7. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 18.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the requesting contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years and (3) the request is in writing, states one or more of the grounds set forth herein for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board may hear evidence from Contractor on the proposed reduction of debarment period or termination of debarment. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.10. These terms shall also apply to Contractor's subcontractors.

19. COMPLIANCE WITH APPLICABLE LAW.

Contractor's activities hereunder as permitted under this Agreement, shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, including all applicable Communications Laws and Regulations, and all provisions required thereby to be included in the Agreement are hereby incorporated

herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

20. FAIR LABOR STANDARDS.

Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal Fair Labor Standards Act for Work performed by Contractor's employees.

21. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

21.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

21.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21.3. Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

21.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

21.4.1. Title VII, Civil Rights Act of 1964;

- 21.4.2. Section 504, Rehabilitation Act of 1973;
- 21.4.3. Age Discrimination Act of 1975;
- 21.4.4. Title IX, Education Amendments of 1973, as applicable; and
- 21.4.5. Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 21.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 21 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 21 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Section 21.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 21.6. The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

22. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 22.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations.

Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Section 13.1 (Indemnification, Insurance and Standby Letter of Credit) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23. HIRING OF EMPLOYEES. Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 5 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 6 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the Contractor. For avoidance of doubt, no public advertisement or posting of an open position shall be deemed a proscribed inducement or solicitation under this Section 23.

24. CONFLICT OF INTEREST.

24.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 24.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.

- 25.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 25.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26. RESTRICTIONS ON LOBBYING.

- 26.1. Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with Los Angeles County Code Chapter 2.160 (the "Lobbyist Ordinance"). Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with the Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County, in its sole discretion, may immediately terminate or suspend the Agreement.
- 26.2. Contractor has been advised that federal funds are used to pay a portion of Contractor's work under this Agreement. Accordingly, Contractor agrees to and shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and agrees to cause each of its Subcontractors receiving funds provided under this Agreement to fully comply with all such certification and disclosure requirements.

27. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT.

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28. NONDISCRIMINATION IN SERVICES.

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Section 28 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

29. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee or subcontractor employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

30. CONTRACTOR PERFORMANCE DURING CIVIL UNREST.

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's

employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

- 31.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 31.2. As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 31.3. Failure of Contractor to maintain compliance with the requirements set forth in this Section 31 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure of Contractor to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Section 6 (Termination for Default) of this Exhibit and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. RECYCLED-CONTENT PAPER.

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33. COMPLIANCE WITH JURY SERVICE PROGRAM.

33.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2. Written Employee Jury Service Policy.

33.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2. For purposes of this Section 33 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 33 (Compliance with Jury Service Program). The provisions of this Section 33 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status"

from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4. Contractor's violation of this Section 33 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34. BACKGROUND AND SECURITY INVESTIGATIONS.

Background and security investigations of Contractor's staff will be required at the discretion of the County as a condition of beginning and continuing work under the Agreement, in accordance with Exhibit D (Background Clearance Procedure).

35. ACCESS TO COUNTY FACILITIES.

Contractor, its employees, and agents will be granted access to County facilities only when accompanied by a County representative, subject to Contractor's prior notification of and approval by County Project Manager, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance & Support Services. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, except to the extent this requirement is expressly waived in writing as to a specific location and time period by County Project Manager.

36. COUNTY FACILITY OFFICE SPACE.

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office, garage, or warehouse space and equipment, as determined at the discretion of County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such space for use only for purposes of the Agreement. County expressly disclaims any and all responsibility for

the loss, theft or damage, for any reason whatsoever, of any property or material left at such County spaces by Contractor.

37. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.

37.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38. PHYSICAL ALTERATIONS.

Other than as expressly provided in the Statement of Work, Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39. FEDERAL EARNED INCOME TAX CREDIT.

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40. ASSIGNMENT BY CONTRACTOR.

40.1. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, including the Board.

40.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of

Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Section 40.1 of this Exhibit.

41. INDEPENDENT CONTRACTOR STATUS.

- 41.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 41.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment Agreement (Exhibit F) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

42. RECORDS AND AUDITS.

- 42.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by

a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 42 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 42.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 42.3. If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution

Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement, including the Communications Laws and Regulations, and shall bear the cost of any modifications in order to maintain such qualifications. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to:

County of Los Angeles
Sheriff's Department
Manager, Contract Monitoring Unit
4700 Ramona Blvd.
Los Angeles, CA 91754

44. NO THIRD PARTY BENEFICIARIES.

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 44 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45. MOST FAVORED PUBLIC ENTITY.

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46. COUNTY'S QUALITY ASSURANCE PLAN.

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager.

49. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT.

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50. SAFELY SURRENDERED BABY LAW.

50.1. Notice to Employees. Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the state of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51. WAIVER.

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

52. GOVERNING LAW, JURISDICTION, AND VENUE.

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53. SEVERABILITY.

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54. RIGHTS AND REMEDIES.

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

- 55. FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * *

EXHIBIT B

PRICE AND SCHEDULE OF PAYMENT

EXHIBIT B

PRICE AND SCHEDULE OF PAYMENT

PRICE The Audit Service Price is \$510,361.00.

SCHEDULE OF PAYMENT

Payments to the Contractor shall be divided up as follows:

- a. 35% of the Audit Service Price will be paid to the Contractor in fifteen (15) equal installments of \$11,908.42. Each installment will be paid to the Contractor at the end of each Work Month for fifteen (15) months. In the event that the whole audit project is completed before the fifteenth month, the remainder of this 35% of the Audit Service Price will be paid to the Contractor when the Final Report is accepted by the County's Project Director.
- b. 40% of the Audit Service Price will be paid to the Contractor in eleven (11) equal installments of \$18,558.58. Each installment will be paid to the Contractor when each of the Deliverables 2.1 to 2.11 is accepted by the County's Project Director.
- c. 20% of the Audit Service Price will be paid to the Contractor in eleven (11) equal installments of \$9,279.29. Each installment will be paid to the Contractor when each of the Deliverables 3.1 to 3.11 is accepted by the County's Project Director.
- d. 5% of the Audit Service Price, which equals to \$25,518.05 will be paid to the Contractor when the Final Report is accepted by the County's Project Director.

EXHIBIT C

STATEMENT OF WORK

LOS ANGELES COUNTY

JAIL SECURITY AND STAFFING AUDIT

CONSULTANCY SERVICES

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION.....	1
1.1 Scope of Work	1
1.2 Background	1
1.2.1 Century Regional Detention Facility (CRDF).....	1
1.2.2 The Inmate Reception Center (IRC).....	2
1.2.3 Men’s Central Jail (MCJ).	2
1.2.4 Pitchess Detention Center – North Facility (PDC – North).....	2
1.2.5 Pitchess Detention Center – North Annex (PDC – North Annex)	2
1.2.6 Pitchess Detention Center – East Facility (PDC – East).....	3
1.2.7 Pitchess Detention Center – North County Correctional Facility (NCCF).	3
1.2.8 Twin Towers Correctional Facility (TTCF).	3
1.2.9 Mira Loma Detention Facility (MLDF).....	4
1.2.10 Closed Facility: Sybil Brand Institute (SBI)	4
1.2.11 Correctional Services Transportation Bureau (CSTB)	4
2.0 SHERIFF’S DEPARTMENT DIVISIONS SERVICING THE JAIL SYSTEM	6
2.1 Custody Operations Division	6
2.2 Correctional Services Division.....	6
3.0 TASKS AND DELIVERABLES.....	7
3.1 Audits	7
3.1.1 Standards Audit.	7
3.1.2 Policy Audit.....	7
3.1.3 Security Audit	7
3.1.4 Staffing Audit	9

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

3.2	Implementation Plan	9
3.3	Final Report	9
3.4	Summary of Tasks and Deliverables.....	10
4.0	TIMELINE	11
4.1	Time Line.....	11
5.0	PROJECT MANAGEMENT	12
5.1	Development of a Project Control Document	12
5.2	Formal Transmittal of Deliverables.....	13
5.3	Approval of Deliverables	14
5.4	Rejection of Deliverables.....	14
5.5	Inspection of Work in Progress	14
5.6	Contractor Access to Personnel and County Sites.....	14
5.7	Items Furnished/Provided to the Contractor	15
5.8	Contractor's Uniforms/Identification Badges	15
5.9	Materials and Equipment.....	16
5.10	Contractor's Office	16
5.11	Criminal Background Investigation for All Contractor and Sub- Contractor Employees Assigned	16
5.12	Work Schedules / Hours of Work.....	16
5.13	Work Locations	17

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

ATTACHMENTS	17
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Attachment I:	Glossary of Terms	17
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Attachment II:	Summary of Tasks and Deliverables.....	19
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**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

1.0 INTRODUCTION

1.1 Scope of Work

To enhance the security of the Los Angeles County Jail System, the CONTRACTOR will develop and complete a security and staffing audit. The results of this audit will be used for the improvement of the Department's overall jail operations. This will be accomplished by establishing a security and staffing baseline for existing jails, as well as for the design of future jails. It is expected that the Los Angeles County Jail Security and Staffing Audit will provide the following:

1. A Project Control Document;
2. Audits of current situations in the Los Angeles County Jail System in terms of Standards, Policy, Security, and Staffing for each Facility/ Bureau concerned;
3. Recommendations for improvements in terms of Standards, Policy, Security, and Staffing for each Facility/ Bureau concerned;
4. Implementation Plan for all the recommendations made with detailed breakdown on timeline, financial implications and staffing implications associated with each recommendation;
5. A Final Report summarizing all audits and recommendations made.

1.2 Background

The Sheriff's Department operates the largest county jail system in the United States. The Custody Operations Division and the Correctional Services Division are responsible for the operation of the County's jail system and for the care, custody, security, transfer and rehabilitation of all sentenced and pre-trial inmates housed within the Department's ten facilities, covering a total of 4.1 million square feet. In 2005, the Sheriff's Department received 182,471 prisoners from throughout Los Angeles County and released 195,180 inmates from custody. From October 2004 through September 2005, Correctional Services Transportation Bureau (CSTB) transported a total of 1,023,699 inmates to and from various facilities. Below is a brief overview of each of the Department's facilities:

1.2.1 Century Regional Detention Facility (CRDF)

It opened in November 1995. The building houses a custody facility, a patrol station (Century Station), and a closed courthouse. Since March 2006, this facility has been utilized as a female inmate direct supervision facility where deputies and custody assistants work directly

EXHIBIT C
STATEMENT OF WORK

THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES

in the inmates' living area, developing more interaction between inmates and custody personnel. A maximum of 2,430 inmates can be housed at the facility. CRDF is located at 11705 S. Alameda Street, Lynwood, California, 90262. CRDF is responsible for the classification of all female inmates and for the maintenance and storage of all female inmate records, clothing, property and funds. The facility has an area of 417,655 square feet and has a current average daily inmate population of 2,100 inmates.

1.2.2 The Inmate Reception Center (IRC)

It is the primary intake and release facility for the Los Angeles County Sheriff's Department's Jail System. The Jail System currently houses approximately 20,000 inmates. IRC is responsible for the maintenance and storage of all male inmate records, clothing, property, and funds. IRC is the transfer and pickup point for inter-facility transfers, and for custody transfers and custody releases to the state prison system, Immigration and Customs Enforcement (ICE), and other governmental agencies. IRC conducts initial medical and mental screening of inmates. IRC is also responsible for the classification of all male inmates and population management of the jail system. The facility has an area of 182,158 square feet and is a part of the Twin Towers Correctional Facility.

1.2.3 Men's Central Jail (MCJ)

It opened in 1963 with the "New Side" being added in 1970. MCJ is a linear or classic style custody facility. By far the most populous and well-known of all Los Angeles County Jail facilities, MCJ can house up to 6,800 inmates. MCJ is located at 441 Bauchet Street, Los Angeles, California, 90012. The facility has an area of 1,097,445 square feet and has a current average daily inmate population of 6,174 inmates.

1.2.4 Pitchess Detention Center – North Facility (PDC – North)

It opened in October 1987 as part of Pitchess Detention Center- South Facility. In October 1991, PDC North became a separate facility. This is a dormitory style jail, housing up to 1,600 inmates. PDC-North is located at 29320 The Old Road, Saugus, California, 91384-2905. The facility has an area of 110,714 square feet and has a current average daily inmate population of 1,577 inmates.

1.2.5 Pitchess Detention Center – North Annex (PDC – North Annex)

It opened in 1984. This facility is currently the last open compound facility for general population inmates in the Los Angeles County Jail

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

System. The North Annex is responsible for overseeing the logistics and maintenance of the sprawling Pitchess Detention Center, named for former Sheriff Peter J. Pitchess and commonly known as "Wayside." This facility holds a maximum of 1,900 inmates. PDC – North Annex is located at 29330 The Old Road, Saugus, California 91384-2905. The facility has an area of 161,103 square feet and has a current average daily inmate population of 697 inmates.

1.2.6 Pitchess Detention Center – East Facility (PDC – East)

It opened in 1951. A dormitory style jail, this facility had the longest continuous operation of all Los Angeles County Jails. The maximum inmate population is 1,830. PDC-East is located at 29300 The Old Road, Saugus, California, 91384-2905. The facility has an area of 165,096 square feet and has a current average daily inmate population of 1,566 inmates.

1.2.7 Pitchess Detention Center – North County Correctional Facility (NCCF)

It was opened and dedicated in March 1990 by former Sheriff Sherman Block and former President George H.W. Bush. NCCF was the first "direct supervision" jail built by the Department and is the largest of all Pitchess Detention Center facilities. NCCF is primarily a podular/dormitory style facility and is home to many of the jail industry programs such as the print shop and sewing shop. This facility holds a maximum of 3,400 inmates. NCCF is located at 29340 The Old Road, Saugus, California, 91384-2905. The facility has an area of 665,958 square feet and has a current average daily inmate population of 3,906 inmates.

1.2.8 Twin Towers Correctional Facility (TTCF)

It was opened in February 1997. The largest known jail facility in the world, TTCF previously provided housing for all female inmates in tower two and tower one was used to house male inmates. In March 2006, the female inmates were transferred to CRDF and beginning in June 2006, many of the high security male inmates will be moved from MCJ to TTCF. The Medical Services Building (MSB), situated between the two towers provides medical housing for those inmates requiring 24-hour medical care. In addition to the MSB, TTCF is responsible for the Jail Ward at Los Angeles County General Hospital. TTCF is a podular type facility and can house up to 4,192 inmates. TTCF is located at 450 Bauchet Street, Los Angeles, California, 90012. The

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

facility has an area of 1,165,925 square feet (including IRC) and has a current average daily inmate population of 2,329 inmates.

1.2.9 Mira Loma Detention Facility (MLDF)

It originally opened in 1941 as the "Polaris Flight Academy-War Eagle Field" – a private flight school that trained both British and American fighter pilots during World War II. In 1946, Mira Loma was occupied by the California Vocational Institute for Juveniles and in 1954 the facility was first used as a custody facility for inmates with tuberculosis. Mira Loma eventually became a full jail facility, housing 1,200 inmates as an open compound facility. Mira Loma was closed in 1979, and used by the Probation Department for juvenile offenders in 1980. The facility was reopened as a Custody Operations Division jail facility in 1983, with the female jail section being completed in 1986. In 1990, all Probation Department juveniles were moved to another location, and females occupied the facility. In May 1993, the facility was closed. In February 1997, the facility was reopened, on a contractual basis, as a detention center for housing detainees facing deportation by the Immigration and Customs Enforcement. The facility can currently house 1,018 Federal detainees. MLDF is located at 45100 N. 60th St West, Lancaster, California, 93536. The facility has an area of 331,625 square feet and has a current average daily inmate population of 697 inmates.

1.2.10 Closed Facility: Sybil Brand Institute (SBI)

It opened in 1963 as the primary custody facility for women in the jail system. The facility closed in February 1997, being replaced by Twin Towers, Tower II. SBI housed 2,175 female inmates and was located at 4500 E. City Terrace Drive, Los Angeles, California, 90063.

1.2.11 Correctional Services Transportation Bureau (CSTB)

It plays a major role in the operations of the County Jail System. In a twelve (12) month period, CSTB provides transportation for 1,023,699 inmates. CSTB is an extension of each jail facility in the County Jail System and keeps all jail facilities linked together. Its primary responsibility is the transportation of prisoners, alleged mentally ill persons, or juveniles:

- To and from court and custody facilities,
- To and from state institutions,
- From police departments in the County (departmental warrants) to IRC,

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

- In accordance with contractual agreements with other city, county and state law enforcement agencies,
- On the direction of the court,
- To Los Angeles County Juvenile Hall held by out-of-county Sheriff and police agencies for return on warrants/court orders,
- In response to special court orders for reasons such as funerals and medical or psychiatric examinations,
- To IRC that were being held by out-of-county Sheriff and police agencies for this Department.

The bureau also provides transportation:

- For Department Personnel,
- In response to emergencies and disasters,
- To training sites for routine and specialized training,
- For special events,
- For Juries and/or court personnel,
 - To their housing location when sequestered,
 - To crime scenes.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

2.0 SHERIFF'S DEPARTMENT DIVISIONS SERVICING THE JAIL SYSTEM

There are currently two separate divisions in Sheriff's Department, Custody Operations Division and Correctional Services Division, responsible for the County's jail system. The two divisions have separate roles in accomplishing the Department's mission to provide a secure, safe, and constitutionally managed jail environment for custody personnel and inmates.

2.1 Custody Operations Division

Custody Operations Division has the overall responsibility of managing the Los Angeles County jail, which is also the largest jail system in the United States. Custody Operations Division has the primary responsibility of housing approximately 20,000 inmates, ensuring the safety of staff and inmates, as well as ensuring that all constitutionally mandated services are completed and documented. The Department's Manual of Policy and Procedures (MPP), Custody Division Manual (CDM) and individual Unit Orders that are specific to each jail facility govern this division.

2.2 Correctional Services Division

Correctional Services Division is responsible for the booking of all inmates into the County jail system, medical screenings, classification of inmates, Mental Health Services, inmate health care, inmate meals, inmate services, and transportation of Los Angeles County jail inmates throughout the State of California. The Department's MPP, CDM and individual Unit Orders that are specific to each jail facility also govern this division.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

3.0 TASKS AND DELIVERABLES

The Contractor shall create a Project Control Document (**Task 1, Deliverable 1**) as set forth in Section 5.1 (Development of a Project Control Document) below.

3.1 Audits

The Contractor shall be required to complete the Standards Audits, the Policy Audits, the Security Audits, and the Staffing Audits for each facility/Bureau (**Task 2, Deliverables 2.1 to 2.11**), taking into consideration of Title 15 and Title 24 of the California Code of Regulations, and referencing the National Institute of Corrections, and American Correctional Association standards for best practices. The Sheriff's Department shall decide the order of priorities for each facility/Bureau to be audited.

3.1.1 Standards Audit – A comprehensive written document analyzing the overall operation of each facility/Bureau. The document will contain a shift by shift evaluation (EM / AM / PM) documenting the 24-hour operations of the County Jail System. This document will identify each detail of the jail facility operation for compliance with minimum jail standards (Note: minimum jail standards will serve as the baseline requirement) and will give detailed recommendations on how to improve each facility/Bureau's daily operations, as well as the jail system as a whole. The document will fully justify each recommendation made.

3.1.2 Policy Audit – The audit will include a comprehensive written review of the Department's MPP (only sections that pertain to jail operations), CDM, Emergency Plans/Duty Statements, and individual Unit Orders. The written document will evaluate all the above policies for compliance with minimum jail standards and make recommendations to improve on such policies or create new ones to improve the overall daily functions of each jail facility/Bureau as well as the entire Jail System.

Note: None of the above-mentioned policies are to be reprinted or distributed without the written permission of the Sheriff of Los Angeles County.

3.1.3 Security Audit – This audit will focus on the effectiveness of existing policies, procedures and training as applied to the physical structure and operations of each facility/Bureau. The audit will

EXHIBIT C
STATEMENT OF WORK

THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES

evaluate policies and practices for compliance with minimum jail standards and make detailed recommendations on improving each facility's/Bureau's overall security foundation. The audit will also require the development of a security audit instrument (Matrix/Graph/Checklist) and drills/scenarios that can be applied system-wide. These tools will help evaluate the overall security status of each facility/Bureau when dealing with a mixture of emergencies (escapes, fire, earthquakes, weapons, disturbances, etc.). This instrument must be able to show exactly what the current security status of each facility is and recommendations on how to improve. A list of sample items to audit is as follows:

- Armory/Arsenal
- Communications
- Contraband/Evidence Management
- Inmate Counts
- Control Center Operations
- Controlled Movement
- Fire Safety
- Food Service
- Hazardous Materials Management
- Health/Medical Services
- Inmate Classification
- Inmate Mail
- Inmate Housing
- Inmate Visiting
- Safety and Sanitation
- Searches
- Segregation and Special Housing
- Tool Control
- Inmate Work Assignments
- Inmate Transportation
- Key Control
- Perimeter Security
- Physical Plant
- Post Orders
- Release and Discharge
- Emergency Planning

EXHIBIT C
STATEMENT OF WORK

THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES

3.1.4 Staffing Audit – This analysis will focus on creating a staffing model for each individual jail and give a maximum working capacity of inmate populations per jail. The staffing model will take into consideration the safety of the inmates in custody as well as the ability to safely provide facility programs as mandated by Title 15 of the California Code of Regulations, on a daily basis. The analysis will include a written review showing each facility's/Bureau's current staffing levels, and inmate populations. It will also make recommendations on inmate population capacities per facility/Bureau. The document will show recommended staffing levels as well as minimum levels of staffing for each facility/Bureau dictated by inmate populations and facility designs. The audit will further produce an analysis of inmate population trends and forecast inmate population as it relates to rated bed capacities and staffing recommendations. The data on staffing for each facility/Bureau are changing from time to time. The most up-to-date data on staffing for each facility/Bureau will be furnished to the Contractor promptly before the actual audit for the respective facility/Bureau is conducted.

3.2 Implementation Plan

The Contractor, in collaboration with Custody Operations Division and Correctional Services Division, shall provide a strategic plan on how to implement such recommendations. The Implementation Plan (**Task 3**) will show detailed breakdown on estimated costs and staffing implications associated with each recommendation and also give a projected time line for implementation of each recommendation by facility/Bureau (**Deliverables 3.1 to 3.11**).

3.3 Final Report

The Contractor shall produce a Final Report (**Task 4, Deliverable 4**) that will summarize all audits and recommendations for each facility/Bureau, as well as complete individual reports for the Standards Audit, the Policy Audit, the Security Audit and the Staffing Audit for all facilities/Bureau. It will also incorporate a Risk Assessment portion, which will follow the National Institute of Corrections (NIC) outline. Risk Assessment as defined by NIC, is "A determination of the likelihood of significant safety or security problems or vulnerabilities to injury, escape, disruption or destruction of property due to inadequacy of policy, procedure and/or staff performance." The Final Report shall also include a recommendation on the overall order of priority for the implementation of all recommendations made.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

3.4 Summary of Tasks and Deliverables

A summary of Tasks and Deliverables is at Attachment II.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

4.0 TIMELINE

4.1 Time Line:

The entire audit project is to be completed in no more than fifteen (15) months, allowing about six (6) weeks per jail facility/Bureau. The Contractor shall submit a detailed work schedule for individual facility/Bureau to be audited to the County's Project Director for his approval together with the draft Project Control Document as set forth in Section 5.0. The submission of each Deliverable, i.e. the complete Standards Audit, Policy Audit, Security Audit, and Staffing Audit together with the respective recommendations for each facility/Bureau, shall strictly adhere to the above Work Schedule approved. If the Contractor requires more time for completion of any of the Deliverables, he must submit a request for extension at least two (2) weeks prior to the respective deadline, to the Los Angeles County Sheriff's Department, provided that the fifteen (15) month deadline is not exceeded. In the event that the Contractor need more time than the stipulated fifteen (15) month, to complete all the Tasks and Deliverables, the Contractor must submit a request for extension at least four (4) weeks prior to the expiry of the fifteen (15) month deadline. The Los Angeles County Sheriff's Department may then consider a one-time six (6) month extension, if needed, in order to complete the audits.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

5.0 PROJECT MANAGEMENT

5.1 Development of a Project Control Document

The Contractor shall create a Project Control Document (PCD), to include a project plan, schedule, risk assessment, and related project control documentation in Microsoft Word format or other format as approved by the County's Project Manager. The Contractor shall deliver to the County, within two (2) weeks of the Contract Effective Date, a PCD consistent with this Statement of Work. The contents of the PCD will include the relevant elements of the following:

1. **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goals of the implementation effort, and how Contractor will contribute to meet Sheriff's Department's business objectives.
2. **Executive Summary:** Provides a high level overview of the main features and goals of the Project Plan.
3. **Project Mission and Objectives:** Describes the business case for proceeding with the project, the objectives to be achieved under the project, and critical success factors for Sheriff's Department; all based upon information provided to the Contractor by Sheriff's Department, and any assumptions or limitations related to the Project Plan.
4. **Project Scope:** Describes the overall scope and deliverables of the engagement; acts as a confirmation of project scope, phasing, and automation objectives. The deliverables should be the PCD, the Standards Audit, the Policy Audit, the Security Audit, and the Staffing Audit for each facility/Bureau, the Implementation Plan, and the Final Report.
5. **Work Breakdown Structure:** Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also delineate to the task level, if appropriate.
6. **Master Project Schedule:** Following the Work Breakdown Structure, this schedule identifies the activities, key milestones, and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones for which Sheriff's Department is responsible, that will affect the success of the Project. All project

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

activities, deliverables, and milestones (Contractor and Sheriff's Department) will be linked into a Critical Path Analysis. The Contractor and Sheriff's Department will review this analysis on a monthly basis.

7. **Change Control Plan:** Describes the activities and processes for change management during the Project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization).
8. **Project Team:** Identification of the Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
9. **Risk Assessment and Management:** Identification of Project risks (risks of delays in the submission of Deliverables, risks of not being able to complete the Project, etc.) and mechanisms to mitigate these risks in a risk management plan.

When the PCD is complete, the Contractor's Project Manager shall submit the initial release document to the County's Project Manager for review and comment. The County's Project Manager will be responsible for distributing copies of the initial release document for County's internal review. The County's Project Manager is responsible for consolidating the County's comments and for providing a clearly marked version of the draft document to the Contractor's Project Manager. The County's Project Manager will have five (5) working days from receipt of the PCD to review and return the consolidated comments to the Contractor's Project Manager, unless otherwise agreed to by the parties. Contractor shall review and evaluate the County's comments and respond to the County in writing, within five (5) working days from receipt of County's comments. The County's comments and Contractor's response will be discussed and integrated into a final and agreed version, within five (5) working days, unless otherwise agreed to by the parties. County's and Contractor's Project Directors shall sign the final version of the PCD.

5.2 Formal Transmittal of Deliverables

The Contractor will be required to submit where applicable, one hard copy and one electronic copy in Microsoft Word format, or other format as approved by the County's Project Manager, of each deliverable. Each deliverable submitted to the County's Project Director for review and approval must have a formal transmittal letter from the Contractor's Project Manager

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

and be addressed to the County's Project Director. Unless otherwise stated herein, work on subsequent deliverables may proceed with the tentative approval of the County's Project Director, prior to formal acceptance of the preceding deliverables. The Contractor's Project Manager will be responsible for appropriate quality control of deliverables.

5.3 Approval of Deliverables

The County's Project Director will be assisted by an alternate, in his absence. The Standards and Compliance Team of the Custody Support Services unit will be responsible for the oversight of the entire project and will assist the County's Project Director, or his alternate, with reviewing documents. The County's Project Director will be responsible for obtaining all appropriate approvals within two (2) week or ten (10) working days of receipt of the deliverable, unless otherwise agreed to by the parties.

5.4 Rejection of Deliverables

In the event that the County's Project Director deems the deliverable to be unsatisfactory, the County's Project Director will notify the Contractor of the reasons for deliverable rejection in writing within three (3) weeks or fifteen (15) working days of receipt of the deliverable. Contractor will then correct and resubmit the deliverable within two (2) weeks or ten (10) working days of the receipt of notice of rejection, unless otherwise agreed to by the parties.

5.5 Inspection of Work in Progress

The County's Project Director shall be permitted to inspect any and all of the Contractor's work in progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by the Contractor, and to ensure that the work products are in accordance with contractual specifications and requirements. Deviations from the contractual specifications and requirements will be reviewed and, if found inappropriate, immediately corrected by the Contractor.

5.6 Contractor Access to Personnel and County Sites

Contractor will coordinate all contacts with personnel and county sites through the County's Project Director or designee. Contractor will be given reasonable access to appropriate personnel, county sites, pertinent documentation, and any additional information relevant to this project. Contractor must hold all

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

such information in confidence, as appropriate. Contractor and Contractor's staff will be subject to a criminal background investigation.

5.7 Items Furnished/Provided to the Contractor

- 5.7.1 Access to the Department's Manual of Policy and Procedures, Custody Division Manual, Unit Orders, Duty Statements, and all related literature.
- 5.7.2 Access to Department intranet and on-line custody resources.
- 5.7.3 Work stations and work areas at the Custody Support Services work site as needed.
- 5.7.4 Remote access to the Sheriff's Data Network for specified and agreed to Contractor employees.
- 5.7.5 Two deputies (North Team/South Team) to assist with research and escorting in all jail facilities.
- 5.7.6 One vehicle dedicated to the Audit team deputies.
- 5.7.7 Matrix of staffing levels throughout the County jail system. The document will be broken down by each jail facility/Bureau showing budgeted items and current staffing levels.

5.8 Contractor's Uniforms/Identification Badges

- 5.8.1 Contractor employees assigned to the Security and Staffing Project while at participating law enforcement facilities, shall wear appropriate causal business attire at all times.
- 5.8.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on Sheriff's Department designated property. While in Secured areas of any county jail facility the Contractor's employee will be required to check in with the facility's main control area and leave a valid state identification and receive a facility visitor pass.

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

5.9 Materials and Equipment

The purchase of all materials / equipment to provide the needed services is the responsibility of the Contractor except the materials / equipment specified in this RFP and subsequent contract. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls received by the answering service the next business day for non-emergency calls and within two (2) hours of receipt of emergency calls.

5.11 Criminal Background Investigation for All Contractor and Sub-Contractor Employees Assigned

All Contractor and sub-Contractor staff performing work under this RFP and subsequent Contract shall undergo and pass, to the satisfaction of County's Project Director, a background investigation as a condition of beginning and continuing to work under this Contract. The County's Project Director shall use his discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background investigation.

5.12 Work Schedules / Hours of Work

Hours of work will be flexible and will coincide with that of the facilities that they are auditing. Since the jail facilities are manned 24 hours a day, the Audit team will need to visit during all working shifts in order to evaluate the operations of each jail facility accurately.

Contractor shall submit for review and approval a work schedule to the County's Project Director within ten (10) days of starting work. Said work

**EXHIBIT C
STATEMENT OF WORK**

**THE LOS ANGELES COUNTY JAIL SECURITY AND STAFFING AUDIT
CONSULTANCY SERVICES**

schedules shall be set on an annual calendar identifying all the required on-going and maintenance tasks. The schedules shall list the time frames by day of the week, as well as list morning, afternoon, or evening tasks that will be performed.

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Project Director for review and approval within five (5) working days prior to scheduled time for work.

5.13 Work Locations

All work unless specified by the County's Project Director shall be at the main work location and jail facilities.

- Main Work Location
Los Angeles County Sheriff's Department
450 Bauchet St Room 815
Los Angeles, CA 90012

Parking and Travel: Parking will be provided at the above location. A parking allowance will not be provided. Travel will be required between County sites. Travel expenses will not be reimbursed. Lodging of employees may be required for out of county/state Contractors. Lodging expenses will not be reimbursed.

ATTACHMENTS

Attachment I: Glossary of Terms

Attachment II: Summary of Tasks and Deliverables

**Glossary of Terms
JSASA Consultancy Services**

Standards Audit -

Assessment of the overall operation of a facility and the jail system as a whole as described in Section 3.1 Audits of the Statement of Work.

Policy Audit -

Review of unit and division policies to ensure policies and procedures are in place to appropriately operate the County Jail as described in Section 3.1 Audits of the Statement of Work.

Security Audit -

Audit will focus on the security operations of each facility and the system as a whole including a time-in-motion study to capture and understand the integration of inmate programs and movement. This audit will measure the effectiveness of existing policy, procedure and training as it applies to the physical structure and operations of each facility as described in Section 3.1 Audits of the Statement of Work.

Staffing Audit -

The audit will focus on creating a staffing model for each individual jail and give a maximum working capacity of inmate populations per jail as described in Section 3.1 Audits of the Statement of Work.

MPP -

The Los Angeles County Sheriff's Department Manual of Policies and procedures.

CDM -

The Los Angeles County Custody Division Manual of Custody procedures.

Unit Orders -

Unit procedures for a specific operation/task

Title 15 - California Code of Regulations - MINIMUM STANDARDS FOR LOCAL ADULT DETENTION FACILITIES - Operational regulations.

Title 24 - California Code of Regulations - MINIMUM STANDARDS FOR LOCAL ADULT DETENTION FACILITIES - Physical plant regulations.

Summary of Tasks and Deliverables
JSASA Consultancy Services

TASK 1

Development of a Project Control Document.

Deliverable 1 Project Control Document

TASK 2

Completion of Standards Audits, Policy Audits, Security Audits, and Staffing Audits for each of facility/Bureau concerned as described in Section 3.1 Audits of the Statement of Work.

Deliverable 2.1	Audits for Men's Central Jail
Deliverable 2.2	Audits for Pitchess Detention Center-North Facility
Deliverable 2.3	Audits for Pitchess Detention Center-East Facility
Deliverable 2.4	Audits for Pitchess Detention Center-North Annex
Deliverable 2.5	Audits for Pitchess Detention Center-North County Correctional Facility
Deliverable 2.6	Audits for Inmate Reception Center
Deliverable 2.7	Audits for Twin Towers Correctional Facility
Deliverable 2.8	Audits for Century Regional Detention Facility
Deliverable 2.9	Audits for Mira Loma Detention Facility
Deliverable 2.10	Audits for Sybil Brand Institute
Deliverable 2.11	Audits for Correctional Services Transportation Bureau

TASK 3

Development of a Strategic Implementation Plan as described in Section 3.2 Implementation Plan of the Statement of Work.

Deliverable 3.1	Implementation Plan for Men's Central Jail
Deliverable 3.2	Implementation Plan for Pitchess Detention Center-North Facility
Deliverable 3.3	Implementation Plan for Pitchess Detention Center-East Facility
Deliverable 3.4	Implementation Plan for Pitchess Detention Center-North Annex
Deliverable 3.5	Implementation Plan for Pitchess Detention Center-North County Correctional Facility
Deliverable 3.6	Implementation Plan for Inmate Reception Center
Deliverable 3.7	Implementation Plan for Twin Towers Correctional Facility
Deliverable 3.8	Implementation Plan for Century Regional Detention Facility
Deliverable 3.9	Implementation Plan for Mira Loma Detention Facility
Deliverable 3.10	Implementation Plan for Sybil Brand Institute
Deliverable 3.11	Implementation Plan for Correctional Services Transportation Bureau

TASK 4

Production of a Final Report as described in Section 3.3 Final Report of the Statement of Work.

Deliverable 4	Final Report
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EXHIBIT D

BACKGROUND CLEARANCE PROCEDURE

EXHIBIT D

BACKGROUND CLEARANCE PROCEDURE

1. The Contractor shall submit to the County's Project Director, a current roster including all employees that are required to enter County facilities to perform services under this Contract. The roster shall be kept current and up-dated by the Contractor as required. All personnel on the roster shall possess photo identification, and shall meet the County's requirements for admission into any Sheriff's Department custody facility.
2. All personnel employed by the Contractor that are required to enter County facilities, are required to undergo a background screening investigation, which shall be initiated by preparing an "Entry Application for Custody Facility" form (Attachment 1).
3. The Contractor shall be required to submit an "Entry Application for Custody Facility" form for all Contractor personnel requiring access to the Sheriff's Department facilities to perform services under this Contract. The "Entry Application for Custody Facility" form shall be submitted to Custody Operations Division, County's Project Director, 450 Bauchet Street, Room E815, Los Angeles, California 90012 for Sheriff's facilities. The County's Project Manager will arrange for photo identification cards for Contractor personnel, which must be presented when requesting access to any Sheriff's Department facility. Contractor personnel will also be required to continuously safeguard their tools and submit for inspection their tool inventory upon entry or exit from any Sheriff's Department custody or detention facility. Contractor personnel shall attend County Custody orientation prior to admission into secured facilities.
4. The background investigation is conducted in two phases:
 - a. Phase 1 consists of a review of the applicant's "Entry Application for Custody Facility" form and a check of local law enforcement records.
 - b. Phase 2 consists of a fingerprint check with local law enforcement agencies, California Department of Justice, FBI, and National Crime Center.
5. All Contractor applicants must successfully pass Phase 1 screening prior to commencing work under this Contract. Phase 1 and 2 clearances must be favorably completed before an employee can be granted full access to County's facilities under terms of this Contract. The Sheriff's Department Custody Operations Division Coordinator will have the over-all authority for denying facility access with proper memoranda supporting security pass denial, or, if previously

issued, removal. The County's Project Director will grant access via the application and orientation process.

6. The Contractor will only be notified of the final security determination of its personnel. Specific details will remain confidential, and will not be provided.
7. The County will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the term of this Contract will be decided upon a case-by-case basis by the County's Project Director and the Custody Operations Division Coordinator.
8. All Contractor personnel shall be required to safeguard all tools and test equipment in their possession, maintain a detailed written tool inventory and/or equipment and/or parts list, present the written tool inventory at Facility Control, and follow the established sign-in/sign-out procedures upon entry/exit from the facility.
9. The Contractor shall immediately notify the County's Project Manager regarding any employee re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 business days). The Contractor shall also be required to provide written notification to the County's Project Director, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a County custodial or detention facility.
10. Violation of the above procedures may result in loss of Contractor's employee security clearance.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

Service Provider/ Contractor

Organization _____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Untruthful or incomplete statements on applications;
Illegal use of drugs within the past three (3) years;
Convicted of bring a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have relative in the Los Angeles County Jail;
Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you.

Please initial here:

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____

Home Phone # _____ Work # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE _____

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # () _____

Organization:

Name _____

Address _____
Street City Zip Code

Telephone # () _____

What service will you provide? _____

How Often? _____

Entry Criteria:

If you answer YES to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used? _____
2. When is the last time you used drugs? _____
3. Are you currently on Parole/Probation? _____
4. Have you been incarcerated within the last five years? (Prison/Jail/Youth Authority/Camp) _____
5. Are you currently under Psychiatric Care? _____
6. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?
If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
----------------	-----------	----------	--------------

- | | | |
|-----|--|-------|
| 7. | Have you ever been arrested for murder? | _____ |
| 8. | Have you ever been convicted of a sex crime? | _____ |
| 9. | Have you ever been convicted of a Weapons Violation? | _____ |
| 10. | Are you filling out this application as a condition of employment? | _____ |

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian volunteer, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature _____ Date _____

(False information on this application is subject to immediate dismissal)

ATTACHMENT

Page 4

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address) Crout & Sida Criminal Justice Consultants Inc. 1411 Laura Court, Templeton, CA 93465		TRANSMITTAL DATE
LOS ANGELES COUNTY JAIL SECURITY & STAFFING AUDIT SERVICES TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
FROM: _____ Contractor Project Director (Signature Required)		TO: _____ County Project Director Sheriff's Department
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit C (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit C (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance/ Partial Acceptance/ Rejection: NAME _____ SIGNATURE _____ DATE _____ County Project Director		

Distribution:

Original – LASD [Financial Services]

Copy 1 - Contractor

County of Los Angeles

Los Angeles County Sheriff's Department

Copy 2 - County Project Manager

Copy 3 - LASD [Master Contract File]